IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.463 OF 2006

IN

SUMMARY SUIT NO.2282 OF 2005

Encad Inc. ...Plaintiff.

vs.

Digital Electronics Corporation Ltd. ...Defendant.

Ms.Snehal Paranjpe i/b. M/s.Crawford Bayley & Co., for Plaintiff.

Mr.Pratik Sakseria i/b. M/s.Bachubhai Munim & Co, for Defendant.

CORAM: D.K.DESHMUKH,J.

DATED: 9th January, 2007.

P.C.:-

By consent of the parties, the summons for judgment is disposed of in the following terms:-

1. The defendant has no objection to the plaintiff withdrawing the amount equivalent to US dollar 15,000/- deposited by the defendant on 21.4.2005 in this court in the Company petition no.253 of 2004 on furnishing bank guarantee and on submitting

undertaking.

2. In view of this, the summons for judgment is disposed of. The defendant is granted leave to defend the suit. Written statement to be filed within Eight weeks from today.

3. Before withdrawing the amount, the plaintiff shall furnish bank guarantee of a nationalised bank to the satisfaction of the Prothonotary and Senior Master of this Court within a period of Twelve weeks from today and an undertaking undertaking to this Court to bring back the amount if so directed by this Court and on such terms and conditions as may be directed by this Court, with further undertaking that in that event the rate of interest shall not be less than 12% per annum.

4. In case the plaintiff does not furnish the bank guarantee and the undertaking as directed above within the period of Twelve weeks from today, the Prothonotary and Senior Master of this Court shall invest the amount in a nationalised bank in fixed deposit during the pendency of the suit.